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5 Plaintiff and Counterdefendant
 6 MICHAEL C. HOPKINS

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 24 ANALOG DEVICES, INC.

FILED - WESTERN DIVISION
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 CENTRAL DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

25 MICHAEL C. HOPKINS, an
 26 individual,

27 Plaintiff,

28 v.
 ANALOG DEVICES, INC., a
 Massachusetts corporation,

Defendant.

Case No. CV06-6955 MMM(SHx) ✓

**STIPULATION OF DISMISSAL
 AND [PROPOSED] ORDER**

[Fed. R. Civ. P. 41(a)(1)(ii)]

Hon. Margaret M. Morrow

DOCKETED ON CM
 JUL 20 2007
 BY [Signature] 053

(21)

1 Pursuant to Fed. R. Civ. P. 41(a)(1)(ii), Plaintiff MICHAEL C. HOPKINS
 2 ("Hopkins") and Defendant ANALOG DEVICES, INC. ("ADI") (collectively,
 3 "the Parties") hereby stipulate and agree to dismiss the above-captioned action on
 4 the following terms and conditions:

5 1. ADI shall pay Hopkins a one-time lump-sum amount of \$6,500.00
 6 (Six Thousand Five Hundred Dollars). In consideration therefor, Hopkins hereby
 7 stipulates to dismissal of the present lawsuit WITH PREJUDICE.

8 2. Hopkins further grants a worldwide, irrevocable, non-terminable
 9 covenant not to sue for infringement of U.S. Patent No. 6,930,627 ("the '627
 10 Patent") or any "Related Patents."¹ This covenant not to sue extends to the
 11 accused product in this lawsuit (the AD9956 product) and to any other ADI
 12 product that has been offered for sale or shipped as of July 17, 2007 (the date of
 13 mutual execution by the Parties of this Stipulation).

14 3. In addition to the foregoing, Hopkins hereby represents and warrants
 15 that there are no Related Patents in existence, and that U.S. Patent Application No.
 16 11/139,962 is not pending in the U.S. Patent and Trademark Office.

17 4. ADI agrees not to initiate a lawsuit against Hopkins in the future with
 18 respect to the '627 Patent, while reserving all rights to assert defenses and
 19 counterclaims in any future legal action filed by Hopkins against ADI. ADI
 20 hereby dismisses its counterclaims in this action WITHOUT PREJUDICE.

21
 22 ¹ As used herein, the term "Related Patents" means all patents or patent
 23 applications related to U.S. Patent No. 6,930,627 and/or U.S. Patent Application
 24 No. 10/785,609 ("the '609 Application"), including all continuation, continuation-
 25 in-part, divisional, reissue, reexamination and substitution patents and patent
 26 applications relating to the '627 Patent and/or the '609 Application, all foreign
 27 counterparts, equivalents and extensions of any of the foregoing, and all patents
 28 that issue on any of the foregoing referenced patent applications. The term
 "Related Patents" is defined to include any U.S. or foreign patent or application
 that claims priority to the '609 Application.

1 5. Hopkins agrees that if and only if Hopkins has a good faith basis for
2 believing that future ADI products infringe the '627 Patent, Hopkins is free to file a
3 legal action alleging infringement by ADI. In any such future legal action,
4 Hopkins agrees that he is precluded from alleging that the AD9956 product or any
5 presently shipping ADI product infringes the '627 Patent or any Related Patent.
6 Hopkins agrees that any future legal action that he may file against ADI for patent
7 infringement must be accompanied by claim charts that map each asserted claim to
8 each accused product on a limitation by limitation basis.

9 6. Hopkins agrees to submit any future legal action against ADI
10 involving or related to the '627 Patent or any Related Patent to binding arbitration
11 administered by the American Arbitration Association under its Commercial
12 Arbitration Rules, and the Parties agree that judgment on any award may be
13 entered by a court of competent jurisdiction.

14 7. Hopkins and ADI agree to each bear their own respective costs and
15 attorneys' fees. Hopkins acknowledges that he has had an opportunity to consult
16 with an attorney before executing this Stipulation.

17 8. The Parties agree that this Court shall retain jurisdiction over this
18 action for purposes of enforcing this Stipulation.

19 Dated: July 17, 2007
20

MICHAEL C. HOPKINS
(proceeding pro se)

Bv3

Michael C. Hopkins

**Plaintiff and Counterdefendant
MICHAEL C. HOPKINS**

1 Dated: July 17, 2007

2 MICHAEL A. JACOBS
3 MARTIN M. NOONEN
4 NICOLE M. SMITH
5 MORRISON & FOERSTER LLP

6 By: Martin M Noonan
7 Martin M. Noonan

8
9
10 Attorneys for Defendant and
11 Counterclaimant
12 ANALOG DEVICES, INC.

13 Pursuant to the terms and conditions set forth above, this action is hereby
14 dismissed with the Court retaining jurisdiction to the extent necessary to enforce
15 this Stipulation.

16 **IT IS SO ORDERED.**

17 Dated: JUL 19 2007

18 *Margaret M. Morrow*

19 HON. MARGARET M. MORROW
20 United States District Judge

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CERTIFICATE OF SERVICE BY MAIL
(Fed. R. Civ. Proc. 5(b))

I declare that I am employed with the law firm of Morrison & Foerster LLP, whose address is 555 West Fifth Street, Los Angeles, California 90013-1024; I am not a party to the within cause; I am over the age of eighteen years and I am readily familiar with Morrison & Foerster's practice for collection and processing of correspondence for mailing with the United States Postal Service and know that in the ordinary course of Morrison & Foerster's business practice the document described below will be deposited with the United States Postal Service on the same date that it is placed at Morrison & Foerster with postage thereon fully prepaid for collection and mailing.

I further declare that on the date hereof I served a copy of:

STIPULATION OF DISMISSAL AND [PROPOSED] ORDER

on Plaintiff Michael C. Hopkins (proceeding pro se) by placing a true copy thereof enclosed in a sealed envelope addressed as follows for collection and mailing at Morrison & Foerster LLP, 555 West Fifth Street, Los Angeles, California 90013-1024, in accordance with Morrison & Foerster's ordinary business practices:

Mr. Michael C. Hopkins
5131 Sisson Drive
Huntington Beach, CA 92646

I declare under penalty of perjury that the above is true and correct.

Executed at Los Angeles, California, on July 18, 2007.

Judy B. Wilson

(typed)

Ray B. Wilson
(signature)

(signature)